

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

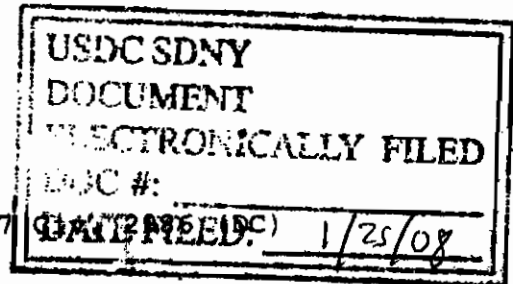
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MATTEL, INC., :

Plaintiff, :

- against - :

JEREMY ABRAM, :

Defendant. :  
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FINAL JUDGMENT AND PERMANENT INJUNCTION  
BY CONSENT

IT IS HEREBY STIPULATED and agreed by and between  
plaintiff Mattel, Inc. ("Mattel") and defendant Jeremy  
Abrams ("Abrams") through their undersigned attorneys,  
conditional upon the approval of the Court, that it is

ORDERED, ADJUDGED AND DECREED that Abrams and his  
agents, servants, and employees, and all those acting in  
concert with them, are hereby PERMANENTLY ENJOINED from

(1) from cybersquatting with respect to Mattel's  
BARBIE Trademark, which has received United States  
Registered Trademarks Nos. 689,055, 728,811, 741,208,  
768,331, 768,397, 772,298, 810,106, 814,091, 814,995,  
816,601, 817,200, 1,000,125, 1,041,587, 1,300,766,  
1,693,139, 1,769,285, 1,773,571, 1,775,637, and 1,795,876  
(the "BARBIE Trademarks") in violation of 15 U.S.C.

§ 1125(d);

(ii) diluting the BARBIE Trademarks in violation of 15 U.S.C. § 1125(c); and

(iii) infringing the BARBIE Trademarks in violation of 15 U.S.C. § 1114(a); and it is further

ORDERED, ADJUDGED and DECREED that judgment shall be entered in favor of Mattel against Abrams for damages in the amount of \$16,000 payable, \$6,000 forthwith and \$500 per month, on the first of the month, beginning January 1, 2008 for the next 20 months; and it is further

ORDERED, ADJUDGED and DECREED that the payments of Abrams, pursuant to this final judgment and permanent injunction, to which he has consented, are in satisfaction of valid claims of Mattel that have resulted in "injury" by Abrams to Mattel that falls within 11 U.S.C. § 523(a)(6), and the obligation of Abrams to make the above payments totaling \$16,000 to Mattel shall not be dischargeable as a result of any petition or application that he may file under the laws of the United States relating to bankruptcy; and it is further

ORDERED, ADJUDGED AND DECREED that Abrams shall have the right at any time to prepay the balance remaining, in whole or in part, but that a partial prepayment shall be

allocated to the last amounts due and shall not delay the monthly payments owed to Mattel; and it is further

ORDERED, ADJUDGED AND DECREED that, unless Mattel notifies Abrams to make payment to another person, Abrams shall pay the above amounts by check payable to Mattel, Inc., and sent to Dunnegan LLC, 350 Fifth Avenue, New York, New York 10118, or to such other address that William Dunnegan may provide to Abrams; and it is further

ORDERED, ADJUDGED AND DECREED that if Abrams does not make a payment in accordance with the final judgment and permanent injunction, or within 15 days of written notice to Abrams at the address provided below by overnight delivery or certified mail return receipt requested, or at such other address he may provide them, then Mattel will be entitled, in addition to all other remedies available in law or in equity, (i) to accelerate all amounts due under this final judgment so that they shall become immediately due and payable, and (ii) to its reasonable attorney's fees in connection with the enforcement of this final judgment and permanent injunction, as a matter of right, provided that it is the successful party; and it is further

ORDERED, ADJUDGED and DECREED that if Abrams changes his current residence address prior to the final payment having been made by Abrams pursuant to this

agreement, Abrams shall, within 10 days of that change, provide written notice of it by U.S. Mail, return receipt requested, to William Dunnegan at the address set forth below, or to any further address he designates; and it is further

ORDERED, ADJUDGED and DECREED that except as set forth herein, Mattel releases any and all of its claims against Abrams from the beginning of the world to the date of the consent to this document and Abrams releases any and all of their claims, if any, against Mattel from the beginning of the world to the date of the consent to this document; and it is further

ORDERED, ADJUDGED and DECREED that claims of Mattel against Abrams in this action be, and hereby are, dismissed with prejudice, except that the Court shall retain jurisdiction to enforce this final judgment and permanent injunction.

Dated: New York, New York  
~~December~~ \_\_, 2007

  
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U.S.D.J. 1/25/08

Consent to Entry

The parties, through their undersigned counsel hereby consent to the entry of the foregoing final judgment and permanent injunction.

Dated: New York, New York  
December 27, 2007

DUNNEGAN LLC

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